## REMARKS

This is a full and timely response to the final Office Action of June 1, 2004. Reexamination, reconsideration, and allowance of the application and all presently pending claims are respectfully requested.

Upon entry of this paper, claims 19-36 remain pending in this application. The specification is directly amended herein, and it is believed that this amendment adds no new matter to the present application. Further, it is believed that the amendment to the specification places the application in a better form for appeal or issuance, and entry of this amendment is respectfully requested pursuant to 37 C.F.R. §1.116.

## Specification

The outstanding Office Action indicates that the amendment to page 16 of the specification filed on March 15, 2004, has not been entered, and the Office Action requests that Applicants provide an unamended copy of page 16. Accordingly, Applicants submit herewith an unamended copy of page 16. Further, Applicants note that the amendment to the specification set forth herein corresponds to the previously unentered amendment to page 16.

## Response to §102 Rejections

A proper rejection of a claim under 35 U.S.C. §102 requires that a single prior art reference disclose each element of the claim. See, *e.g.*, *W.L. Gore & Assoc., Inc. v. Garlock, Inc.*, 721 F.2d 1540, 220 U.S.P.Q. 303, 313 (Fed. Cir. 1983).

## Claim 19

Claim 19 presently stands rejected under 35 U.S.C. §102 as allegedly anticipated by *Hao*

(U.S. Patent No. 6,314,453). Claim 19 presently reads as follows:

> 19. A system for verifying the synchronization between a local application and a remote application, the system comprising:
>
> local application sharing logic configured to receive events to be shared from a local application, the local application comprising at least one local application window, each local application window comprising an index for identification, the local application sharing logic further configured to transmit the events;
>
> remote application sharing logic configured to receive the events from the local application sharing logic and transmit the events to a corresponding remote application, the corresponding remote application comprising at least one remote application window, each remote application window comprising an index corresponding to the index of a corresponding local application window; and
>
> ***window synchronization verification logic configured to <u>verify</u> that the local application and remote application are synchronized*** by monitoring the number of local application windows and the number of remote application windows and by correlating the indexes of the at least one local application window with the indexes of the at least one remote application window. (Emphasis added).

Applicants respectfully assert that *Hao* fails to disclose at least the features of claim 19

highlighted hereinabove.

In maintaining the rejection of claim 19, it is asserted in the Office Action that *Hao*

discloses:

> "Applicant argued that Hao does not teach 'verify' that the local application and remote application are synchronized. The argument is not persuasive because Hao specifically discloses maintaining index of application windows for 'consistent system control' (col. 3 lines 54-55, col. 4 lines 55-57) and ensure consistency among the local and remote applications before processing subsequent event to modify an application (col. 8 lines 44). 'Ensuring consistency' prior to permit further modification to the application implies that the applications are verified to be synchronized prior to permitting the further modification."

Applicants respectfully disagree. Generally, it is possible for a particular result to be "ensured" by taking sufficient steps such that the result is considered to be inevitable without actually verifying or confirming that the result, in fact, occurred. Indeed, in defining the word "ensure," it is stated in Merriam-Webster's Collegiate Dictionary, Tenth Edition, p. 385, a copy of which is submitted herewith, that:

> "ENSURE, INSURE, ASSURE, SECURE mean to make a thing or person sure. ENSURE, INSURE, and ASSURE are interchangeable in many contexts where they indicate the making certain *or inevitable* of an outcome, but *INSURE sometimes stresses the taking of necessary measures beforehand, and ASSURE distinctively implies the removal of doubt and suspense from a person's mind*." (Emphasis added).

Thus, Applicants assert that it is possible to "ensure" a result without actually verifying or confirming the occurrence of the result. Moreover, in the instant case, it is possible to "ensure graphics consistency" without actually verifying or confirming that graphics consistency has, in fact, been achieved.

It is noted in several locations of *Hao* that graphics consistency or consistent system control is provided or ensured. See, *e.g.*, column 3, lines 53-37, and column 5, lines 42-45. However, noting that there is a distinction between "ensuring" a result and "verifying" a result, as described above, *Hao* fails to indicate that graphics consistency is actually verified. Instead, it appears that, in *Hao*, graphics consistency is "ensured" in the sense that sufficient measures are taken "beforehand" such that the result (*i.e.*, graphics consistency) can be considered "inevitable." As an example, graphics consistency is apparently achieved, at least in part, by having "all of the participant workstations execute the same inaccessible process input events as the floor holder workstation." See column 4, lines 57-63. However, the foregoing actions can be performed without actually verifying or confirming the graphics consistency that is to result from such actions. Although graphics consistency *could* be ensured using an approach that

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verifies graphics consistency among the remote applications, there is nothing in *Hao* to indicate that such an approach is indeed implemented.

Further, to properly reject a claim under 35 U.S.C. §102, it is insufficient for the Patent Office to merely establish that a claimed feature may be or is likely to be included in a prior art system. "The fact that a certain result or characteristic may occur or be present in the prior art is not sufficient to establish the inherency of that result or characteristic." M.P.E.P. §2112.

> "To establish inherency, the extrinsic evidence 'must make clear that the missing descriptive matter is *necessarily* present in the thing described in the reference, and that it would be so recognized by persons of ordinary skill. *Inherency, however, may not be established by probabilities or possibilities.* The mere fact that a certain thing may result from a given set of circumstances in not sufficient.'" *In re Robertson*, 169 F.3d 743, 745, 49 U.S.P.Q.2d 1949, 1950-51 (Fed. Cir. 1999) (emphasis added).

Thus, in the instant case, the relevant question is not whether "verifying" graphics consistency or synchronization may be or even is likely to be performed by the system taught in *Hao*. It is incumbent upon the Patent Office to establish that the *Hao* system "necessarily" performs such a function. As set forth above, Applicants assert that "ensuring graphics consistency" does not *necessarily* mean that graphics consistency is "verified." Thus, even if it is assumed arguendo that "ensuring graphics consistency" connotes ensuring synchronization between a "local application" and a "remote application," as is apparently alleged by the Office Action, it does not necessarily follow that synchronization between the "local application" and the "remote application" is "verified" by the *Hao* system. Applicants assert that the Office Action fails to establish a *prima facie* case that at least the features of claim 19 highlighted hereinabove are disclosed, explicitly or inherently, by *Hao*.

Note that whether or not the features of claim 19 would be obvious to one of ordinary skill in the art in light of the teachings of *Hao*, although relevant to a 35 U.S.C. §103 inquiry, is irrelevant to a 35 U.S.C. §102 inquiry. Further, with respect to a 35 U.S.C. §103 inquiry, the

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instant application and *Hao* were, at the time the invention of the instant application was made, owned by or subject to an obligation of assignment to Hewlett-Packard Development Company, L.P. Thus, *Hao* may not be used as a prior art reference to reject the claimed inventions of the instant application under 35 U.S.C. §103. See M.P.E.P. §706.02(l)(3).

For at least the above reasons, Applicants assert that the U.S.C. §102 rejection of claim 19 is improper and respectfully request that this claim be allowed to issue.

## Claim 24

Claim 24 presently stands rejected in the Office Action under 35 U.S.C. §102 as allegedly anticipated by *Hao*. Applicants submit that the pending dependent claim 24 contains all features of its respective independent claim 19. Since claim 19 should be allowed, as argued hereinabove, pending dependent claim 24 should be allowed as a matter of law for at least this reason. *In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988).

## Claim 25

Claim 25 presently stands rejected under 35 U.S.C. §102 as allegedly anticipated by *Hao*. Claim 25 presently reads as follows:

> 25. A method for verifying the synchronization between a local application and a remote application, the method comprising:
> receiving events to be shared from a local application, the local application including at least one local application window, each local application window comprising an index;
> transmitting the events from the local application to a corresponding remote application, the corresponding remote application including at least one remote application window, each remote application window comprising an index corresponding to the index of a corresponding local application window;
> comparing the number of local application windows with the number of remote application windows;
> correlating the indexes of the at least one local application window with the indexes of the at least one remote application window; and

*verifying that the local application and remote application are*
*synchronized* in response to the comparing and correlating. (Emphasis added).

For at least the reasons set forth hereinabove in the arguments for allowance of claim 19,

Applicants respectfully assert that the cited art fails to disclose at least the features of claim 25

highlighted hereinabove. Accordingly, the 35 U.S.C. §102 rejection of claim 25 is improper

and should be withdrawn.

## Claim 29

Claim 29 presently stands rejected in the Office Action under 35 U.S.C. §102 as allegedly

anticipated by *Hao*. Applicants submit that the pending dependent claim 29 contains all

features of its respective independent claim 25. Since claim 25 should be allowed, as argued

hereinabove, pending dependent claim 29 should be allowed as a matter of law for at least this

reason. *In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988).

## Claim 31

Claim 31 presently stands rejected under 35 U.S.C. §102 as allegedly anticipated by

*Hao*. Claim 31 presently reads as follows:

> 31. A system for verifying the synchronization between a local
> application and a remote application, the system comprising:
> means for receiving events to be shared from a local application, the
> local application including a plurality of local application windows;
> means for providing an index to each local application window;
> means for transmitting the events from the local application to a
> corresponding remote application, the corresponding remote application
> including a plurality of remote application windows;
> means for providing an index to each remote application window
> corresponding to the index of a corresponding local application window;
> means for monitoring the number of local application windows;
> means for monitoring the number of remote application windows;

means for matching the indexes of the local application windows with the indexes of the remote application windows to correlate the local application windows with corresponding remote application windows; and

*means for verifying synchronization between the local application and remote application.* (Emphasis added).

For at least the reasons set forth hereinabove in the arguments for allowance of claim 19, Applicants respectfully assert that the cited art fails to disclose at least the features of claim 31 highlighted hereinabove. Accordingly, the 35 U.S.C. § 102 rejection of claim 31 is improper and should be withdrawn.

## Claim 35

Claim 35 presently stands rejected in the Office Action under 35 U.S.C. § 102 as allegedly anticipated by *Hao*. Applicants submit that the pending dependent claim 35 contains all features of its respective independent claim 31. Since claim 31 should be allowed, as argued hereinabove, pending dependent claim 35 should be allowed as a matter of law for at least this reason. *In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988).

## Claims 22 and 23

The Office Action summary indicates that claims 22 and 23 are rejected. However, the Office Action fails to provide a basis for rejecting these claims. If the rejections of claims 22 and 23 are maintained, it is respectfully requested that the Examiner provide the basis for rejecting these claims in the next paper mailed from the Patent Office.

## Allowable Subject Matter

Claims 20, 21, 24, 26-28, 30, 32-34, and 36 have been indicated as allowable by the outstanding Office Action if such claims are rewritten to include the limitations of their respective base claims. For the reasons set forth hereinabove, Applicant submits that the respective base claims of claims 20, 21, 24, 26-28, 30, 32-34, and 36 are allowable and claims 20, 21, 24, 26-28, 30, 32-34, and 36 are, therefore, allowable as a matter of law. *In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988). Accordingly, Applicant respectfully submits that claims 20, 21, 24, 26-28, 30, 32-34, and 36 are allowable in their present form.
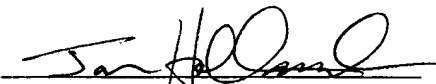
## CONCLUSION

Applicants respectfully request that all outstanding objections and rejections be withdrawn and that this application and all presently pending claims be allowed to issue. If the Examiner has any questions or comments regarding Applicants' response, the Examiner is encouraged to telephone Applicants' undersigned counsel.

Respectfully submitted,

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